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Date January 29, 2003

To U.S. Patent and Trademark Office
Initial Examination Branch
Washington, DC 20231

Telephone: 703-308-1202

Facsimile number 06666-14900001 / 703-308-7751

From Michael Reed, Ph.D., J.D.

Re U.S. Patent Application No. 09/997,525
Targeted vectors for cancer immunotherapy
Our Ref.: 06666-149001

Number of pages
including this page 10

Message In a telephone conversation with the Initial Examination Branch wherein we requested the status of the above-identified patent application, we were told that the Revocation and New Power of Attorney had not been entered in the file. Attached please find copies of the Revocation and New Power of Attorney filed with the U.S. Patent Office on August 16, 2002 along with the returned, date-stamped postcard. No fee is believed to be due; however, please charge Deposit Account No. 06-1050 for any fees or credits believed to be due.

NOTE: This facsimile is intended for the addressee only and may contain privileged or confidential information. If you have received this facsimile in error, please immediately call us collect at 858 678-5070 to arrange for its return. Thank you.

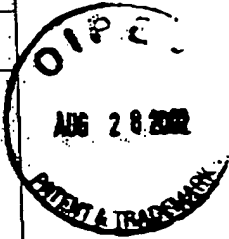
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Attorney's Docket No. 06666-149001	Express Mail Label No.	Mailing Date August 16, 2002	<i>For PTO Use Only</i> <i>Do Not Mark in This Area</i>
Application No. 09/997,525	Filing Date November 29, 2001	Attorney/Secretary Init MPR/nzg	
Title of the Invention TARGETED VECTORS FOR CANCER IMMUNOTHERAPY			
Applicant Erlinda M. Gordon et al.			
Enclosures · Transmittal Letter (1 page) · Executed Revocation and New Power of Attorney (2 pages) · Photocopies of Assignment and Recordation and Transmittal cover sheets (5 pages)			

Attorney's Docket No.: 5666-149001 / USC 3106

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Erlinda M. Gordon et al. Art Unit : 1646
Serial No.: 09/997,525 Examiner : Unknown
Filed : November 29, 2001
Title : TARGETED VECTORS FOR CANCER IMMUNOTHERAPY

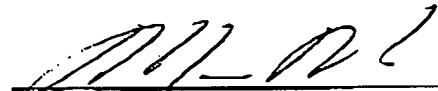
Commissioner for Patents
Washington, D.C. 20231

TRANSMITTAL LETTER

Correspondence relating to this application is enclosed.
Please apply any charges not covered, or any credits, to Deposit
Account No. 06-1050.

Respectfully submitted,

Date: 8/16/02



Michael Reed
Reg. No. 45,647

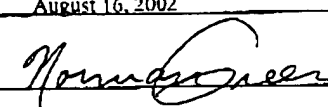
PTO Customer No. 20985
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4350 La Jolla Village Drive, Suite 500
San Diego, California 92122
Telephone: (858) 678-5070
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10206597.doc

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.3(a) that this correspondence is being
deposited with the United States Postal Service as first class mail with
sufficient postage on the date indicated below and is addressed to the
Commissioner for Patents, Washington, D.C. 20231.

Date of Deposit August 16, 2002

Signature 

Norman Green
Typed or Printed Name of Person Signing Certificate

Attorney's Do No.: 06666-149001 / USC 3106

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Erlinda M. Gordon et al. Art Unit : 1646
Serial No. : 09/997,525 Examiner : Unknown
Filed : November 29, 2001
Title : TARGETED VECTORS FOR CANCER IMMUNOTHERAPY

U.S. Patent and Trademark Office
Arlington, VA 22202

REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b) UNIVERSITY OF SOUTHERN CALIFORNIA, a California university, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of:

☒ A chain of title from the inventors of the patent application identified above, to the current assignee as shown below. A copy of the assignment filed with the U.S. Patent Office on June 7, 2002 is enclosed.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints the practitioners at Customer Number 20985, with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 2327, Arlington, VA 22202.

August 16, 2002
Date of Deposit
Signature *Norman Green*
Norman Green
Typed or Printed Name of Person Signing Certificate

Applicant : Erlinda M. Gorc... et al.
Serial No. : 09/997,525
Filed : November 29, 2001
Page : 2

Attorney's Do... No.: 06666-149001 / USC 3106

All correspondence regarding the application should be sent to:

PTO CUSTOMER NO. 20985
Scott C. Harris
Reg. No. 32,030
FISH & RICHARDSON P.C.
4350 La Jolla Village Drive, Suite 500
San Diego, California 92122

110111

20985

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 7-31-02

Dennis F. Dougherty
Dennis F. Dougherty

Title: Sr. V.P., Admin.

PATENT
Attorney Docket No. EPE1110-1
(formerly 13761-7050)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicants: Gordon and Hall
Application No.: 09/997,525
Filed: November 29, 2001
Title: TARGETED VECTORS FOR CANCER IMMUNOTHERAPY

Art Unit: 1646
Examiner: Unassigned

BOX ASSIGNMENTS

Director of the United States
Patent and Trademark Office
Washington, D.C. 20231

TRANSMITTAL SHEET

Sir:

Transmitted herewith for the above-identified application please find one (1) Recordation Form Cover Sheet and one (1) executed Assignment.

A check in the amount of \$40.00 is enclosed to cover the fee for recordation of this Assignment. The Commissioner is hereby authorized to charge any additional fees required by this filing, or credit any overpayment, to Deposit Account No. 50-1355.

Respectfully submitted,

Date: June 7, 2002



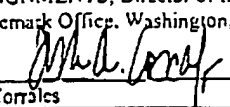
Lisa A. Haile, J.D., Ph.D.
Registration No. 38,347
Telephone: (858) 677-1456
Facsimile: (858) 677-1465

GRAY CARY WARE & FREIDENRICH LLP
4365 Executive Drive, Suite 1100
San Diego, California 92121-2133
USPTO Customer Number 28213

COPY

CERTIFICATION UNDER 37 CFR §1.8

I hereby certify that the documents referred to as enclosed herein are being deposited with the United States Postal Service as first class mail on June 7, 2002, in an envelope addressed to: BOX ASSIGNMENTS, Director of the United States Patent and Trademark Office, Washington, D.C. 20231


Lisa Corrales

ASSIGNMENT
(BY INVENTOR(S))

This assignment ("Assignment") is made by Erlinda M. Gordon and Frederick L. Hall ("Assignors"), to THE UNIVERSITY OF SOUTHERN CALIFORNIA, ("Assignee"), having a place of business at Office of Technology Licensing, 3716 South Hope Street, Suite 313, Los Angeles, California 90007-4344.

Recitals

- A. Each of the Assignors has invented a new and useful invention entitled TARGETED VECTORS FOR CANCER IMMUNOTHERAPY, for which an application for United States Letters Patent was filed on November 29, 2001, in the United States Patent and Trademark Office.
- B. Each of the Assignors authorizes and requests insertion of the application serial number of the application when officially known:
The United States Application Serial No.: 09/997,525.
- C. Each of the Assignors believes each such Assignor to be the original, first and joint inventors of the invention disclosed and/or claimed in the application for Letters Patent.
- D. The parties desire to have a recordable instrument assigning from the Assignors to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

COPY

PATENT
Attorney Docket No. EPE1110-1Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors agree to the foregoing and as follows:

1. Each of the Assignors does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. Each of the Assignors agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any of the Assignors' signatures to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

COPIES

PATENT
Attorney Docket No. EPE1110-1

3. Each of the Assignors represents and warrants that each such assignor has not granted and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Each of the Assignors authorizes and requests the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

5. This Assignment constitutes the entire agreement with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. No waiver, amendment, or modification of this Assignment shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Assignment shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

Dated: 5/9/02Erlinda M. Gordon
Erlinda M. GordonDated: 5/9/02Frederick L. Hall
Frederick L. Hall**COPY**